

**SBD DEPARTMENT INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

☒ **New**    ☐ **OTR**    ☐ **Sole Source**    ☐ **Bid Waiver**    ☐ **Emergency**    Previous Contract/Project No. **9245-0/12**

☐ **Contract**  
☐ **Re-Bid**    ☒ **Other**    LIVING WAGE APPLIES: ☐ **YES**    ☒ **NO**

Requisition No./Project No.: **RQPD1100020**    TERM OF CONTRACT **0** YEAR(S) WITH **0** YEAR(S) OTR

Requisition /Project Title: **MY2012 Police Vehicles**

Description: **To purchase approximately 250 Model Year 2012 Police Vehicles**

Issuing Department: **DPM**    Contact Person: **Km! Ra**    Phone: **305-375-1291**

Estimate Cost: **\$ 4,000,000**    GENERAL    FEDERAL    OTHER  
Funding Source: ☒ **X**    ☐    ☐

**ANALYSIS**

<b>Commodity Codes:</b>	<b>070-00</b>	<b>070-06</b>			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>		
<b>Contractor:</b>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>		\$	\$		
<b>Comments:</b>					

Continued on another page (s): ☐ **YES**    ☒ **NO**

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: **Km! Ra**    Date sent to DPM: **05/17/2011**  
Date returned to DPM: **05/17/2011**

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of approximately 200 (subject to funding availability) Model Year 2012 Police Vehicles, as required by Miami-Dade Police Department.

**2.2 CONTRACT MEASURES**

2.2.1 A Small Business Enterprise (SBE) bid preference applies to this solicitation. A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [http://www.miamidade.gov/dpm/about\\_us\\_business\\_assistance.asp](http://www.miamidade.gov/dpm/about_us_business_assistance.asp). The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.2.2 In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT:**

2.4.1 This contract shall commence upon the date of the purchase order and shall remain in effect until all equipment awarded under this contract has been delivered and

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

accepted by the County's authorized representative, but no longer than one (1) year.

- 2.4.2 The awarded vendor is responsible for the delivery of all vehicles ordered in the time frames cited. All vehicles must meet or exceed all specification requirements, and be invoiced at the same price as awarded.

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: THREE VENDORS BY ITEM, BASED ON PRACTICAL LIFE CYCLE COST**

- 2.6.1 The contract award for the items listed in this solicitation shall be made to up to three (3), responsive, responsible bidders, by Item, who offer the lowest Practical Life Cycle Cost (PLCC).

- A. Practical Life Cycle Cost is defined as the total cost of the vehicle plus the expected cost of fuel to operate the vehicle 100,000 miles. PLCC will be computed by combining the EPA City and EPA Highway mileage figures for the vehicle (65% City use and 35% Highway use, respectively) for a total of 100,000 miles at \$4.00 per gallon of fuel, and computing the expected cost of fuel used over that time. That expected fuel cost shall be added to the vehicle's per unit price to compute the PLCC.
- B. Once awarded, individual orders will be placed with the vendor whose PLCC, when combined with the options selected by the County for the specific order, represents the lowest total cost to the County.

- 2.6.2 Bids will not be accepted from sources other than the vehicle's manufacturer or fabricator, or a licensed dealer thereof. The bidder must provide authenticating documentation of its status. Failure to meet this requirement may result in the bid being deemed non-responsive.

- 2.6.3 When the bidder is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County.

Or

- 2.6.4 When the bidder is an approved dealer of the manufacturer or fabricator, there must be a service facility capable of supporting the proposed sale and of performing

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

warranty repairs and supplying needed parts located in Miami-Dade or Broward County. The service facility may be subject to the County's review and approval.

- 2.6.5 In accordance with Chapter 320 of the Florida Statutes, SS320.27, bidders submitting a bid in conjunction with this solicitation must be licensed by the state of Florida as motor vehicle dealers. Bidders should furnish a copy of their license with their bid submittal. The bidder may be given the opportunity to submit a copy of the license to the County, within the specified timeframe, during the bid evaluation period. Failure to meet this requirement may result in your bid not being considered for award.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract and completion of scheduled deliveries.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT**

BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES/BROCHURES AND PRODUCT DEMONSTRATIONS

- 2.9.1 Manufacturer's name, brand name and/or model number, when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used. When an equal product is bid, the bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County will be sole judge of equality or similarity and the County's decision shall be final.
- 2.9.2 When "NO SUBSTITUTION" is used in combination with a manufacturer's name, brand name and/or model number, the named item is the only item that will be accepted by the County.

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

- 2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications.

NOTE 1: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

- 2.9.4 After the Bid Submittals have been evaluated by the County, the bidder offering the lowest price, as stipulated in Section 2, Paragraph 2.6 of this solicitation may be required to demonstrate the equipment, which has been proposed, for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time and location of the demonstration. If the bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the equipment in conformance with the Bid Specifications and its decision shall be final.
- 2.9.5 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the bidder's proposal. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment provided by the bidder during the contract period shall be similar to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conforms to all bid specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval by the Board of County Commissioners, if required.

**EQUIPMENT FURNISHED**

- 2.9.6 The equipment furnished by the bidder, during the term of the Contract, shall be new and the most recent model available. Demonstrator models are not acceptable. Automobiles that are equipped with the OEM manufacturer's standard accessories will have less than 50 miles recorded on the odometer at the time of

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

delivery. Automobiles that are equipped with accessories, which are not the OEM manufacturer's standard order accessories, will have less than 100 miles recorded on the odometer at the time of delivery. Vehicles delivered outside this mileage requirement will not be accepted. Odometers must not show any signs of tampering or disconnect/reconnect. Any optional components that are required in accordance with the Bid Specifications (refer to Section 3, of this Bid Solicitation) shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations, as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the Bid Specifications shall be so governed. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal, and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance, consistent with or exceeding the industry standards.

- 2.9.7 The equipment and features required are listed in the bid specifications (refer to Section 3, entitled "Technical Specifications"). The County may, after delivery and acceptance of the initial equipment ordered, make changes to the required equipment or equipment options supplied, provided; 1) such changes are mutually agreed between the bidder and the County, 2) all changes in per unit pricing are no more than the change in per unit documentable cost to the bidder, and 3) that the net amount of any such changes is no more than five percent of the per unit price originally bid. Bids requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

**BIDDER STATUS**

- 2.9.8 Please refer to Section 2, Paragraph 2.6.2
- 2.9.9 Please refer to Section 2, Paragraphs 2.6.3 and 2.6.4

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

**WARRANTY REQUIREMENTS**

- 2.9.10 The successful bidder shall supply and be responsible for the vehicle's warranty. Vehicles with a GVWR of 19,500 pounds or less will have a warranty free of deductibles with no less than the following industry defined coverage:

Thirty-six months (36) or 36,000 miles full vehicle bumper to bumper.

Sixty months (60) or 60,000 miles on the power train.

Hybrid unique components (if hybrid) ninety-six months or 100,000 miles.

Vehicles with a GVWR of 19,501 pounds or more will have a warranty free of deductibles with no less than the following coverage:

Twenty-four months (24) bumper to bumper.

Sixty (60) months on the engine and transmission.

Hybrid unique components (if hybrid) sixty (60) months.

When vehicle or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When vehicle or component manufacturers provide a warranty with less coverage than that stipulated herein, the vendor shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein. The warranty terms shall be subject to Delay In Start Warranty Program (commence when the vehicle is put into service), if available from the vehicle's manufacturer.

- 2.9.11 The bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.6.3 or 2.6.4 within five (5) calendar days after the County notified the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the bidder in writing that the bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County, either through a credit memorandum or through invoicing.

- 2.9.12 The successful bidder and/or their local service representative may be required to enter into an Original Equipment Manufacturer (OEM) parts and service supply

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

agreement with Miami-Dade County, during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid, the bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard.

**DELIVERY AND PAYMENT**

- 2.9.13 All prices shall be quoted F.O.B. destination point. Deliveries are authorized at the County's Earlington Heights vehicle facility, located at 2100 NW 41st Street, Miami, Florida 33142, between the hours of 8:00 A.M. and 2:00 P.M. weekdays, or at another location or at times that may be so designated on the purchase order. Contact the Facility Supervisor at (305) 633-7678, forty-eight (48) hours prior to delivery.
- 2.9.14 Delivery of the vehicles shall be scheduled as follow: The first delivery shall be a lot of 67 vehicles each and shall be delivered no later than 120 days after receipt of the purchase order for this contract from the County. In the third full month after the first delivery, a second delivery of 67 vehicles each shall be made, and in the third full month after that month, a third delivery of 66 vehicles each shall be made. Quantities may be varied by mutual agreement between the vendor and the County to compensate for orders which may vary from the initial 200 vehicle estimate. All deliveries are to be made in accordance with good commercial practice. All equipment shall be delivered in full compliance with the bid specifications and requirements, and must be in excellent condition and ready to work. Upon verification of compliance with these requirements, the County will accept the delivered equipment. See Paragraph 2.9.16 for defective delivery correction requirement.
- 2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.9.14., the awarded vendor shall be subject to charges for liquidation damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered on time and in acceptable condition and/or in accordance with the required delivery timeline schedule. Early deliveries will not be accepted unless specifically authorized in writing by the Department of Procurement Management. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.



**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

2.9.16 The bidder shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the bidder in writing that the bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

2.9.17 The County shall issue payment after completion of items (a) and (b) below, and as per the payment provisions established in Section 1, Paragraph 1.2, (H) (1):

- a. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).
- b. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the successful bidders Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida  
2225 N.W. 72nd Avenue,  
Miami, Florida 33122.

- c. These documents must be dated to coincide with the delivery of the equipment, send all papers to:

General Services Administration  
Materials Management Division - Capital Inventory Section  
2225 N.W. 72nd Avenue  
Miami, Florida 33122

- d. All documents must be properly filled out and completed, signed and notarized

**SECTION 2**  
**SPECIAL CONDITIONS**

**Model Year 2012 Police Vehicles**

by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.

- e. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

**PARTS, REPAIRS AND TRAINING MANUALS**

- 2.9.18 At the first delivery, the vendor shall provide the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased, and, fifteen (15) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. This may be done by book, CD or online access to the appropriate complying information.

**ALTERNATE BIDS**

- 2.9.19 Alternate bids as noted in Section 1, Paragraph 1.3 (E) are not permitted as part of this solicitation.

**MOTOR VEHICLE LICENSE REQUIREMENT**

- 2.9.20 Please refer to Section 2, Paragraph 2.6.5

**2.10 LIQUIDATED DAMAGES**

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.15

**2.11 INDEMNIFICATION AND INSURANCE**

Intentionally Omitted

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted